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Tarrant County Texas

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Suzanne Henderson) **OIL AND GAS LEASE**

This First Amendment to Oil and Gas Lease ("First Amendment") is executed by Claneco, Ltd., a Texas limited partnership, Peter J. Naus and Mary M. Naus (collectively, "Lessor"), and Chesapeake Exploration, L.L.C., an Oklahoma limited liability company ("Lessee"), as successor to Dale Resources, L.L.C., a Texas limited liability company ("Dale"), to be effective as of December 31, 2008 (the "Amendment Date").

WHEREAS, Lessor and Dale previously executed that certain Oil and Gas Lease dated June 3, 2005 (the "Lease") a memorandum of which is recorded as Document No. D205208974, Real Property Records of Tarrant County, Texas, covering that certain property located in Tarrant County, Texas, as more particularly described in the Lease (the "Leased Premises");

WHEREAS, Dale has assigned to Lessee (as successor by merger to Chesapeake Exploration Limited Partnership) all of Dale's right, title and interest as lessee in and to the Lease;

WHEREAS, as of even date herewith, Lessee or one of its affiliates has purchased from Lessor the surface of that certain portion of the Leased Premises, as more particularly described on Exhibit "A" attached to this First Amendment (the "Surface Tract");

WHEREAS, Lessor and Lessee have agreed to amend the Lease as provided in this First Amendment; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this First Amendment and in the Lease, and for other good and valuable consideration, which the parties acknowledge receiving, Lessor and Lessee agree as follows:

1. Lessor hereby represents and warrants to Lessee that Lessor is currently the sole owner and holder of the interest of lessor under the Lease. Lessee hereby represents and warrants to Lessor that Lessee is authorized to execute and deliver this First Amendment on behalf of the owners and holders of the interest of lessee under the Lease.

2. The Lease is hereby amended to provide that the terms of Sections 16 and 28 of the Lease shall in no way be applicable to the Surface Tract or any operations thereon.

3. Section 33 of the Lease and Section 9 of the Rider attached to the Lease are hereby deleted in their entirety, and Section 9 of the Rider is hereby replaced with the following:

"9. Lessee shall be entitled to use two drill sites on the leased property. The first drill site is that 3 acre tract shown on Exhibit A attached to the Lease, adjacent to Meadowbrook Drive (south) ("Tract A"). The second drill site is on the shaded portion of Exhibit B attached to the Lease, which consists of the north 2.5 acres of 4.684 acres with the floodway limits line defining the northwest boundary; the east boundary contiguous with the east boundary of the property and the southern boundary parallel to Brentwood Stair Road ("Tract B"). Lessor shall provide an easement of passage to Tract A and Tract B that shall be mutually agreed upon by the parties. Tract A and Tract B are collectively referred

to herein as the "Original Drill Sites". Lessee shall not place any oil or gas wellhead at a surface location on any portion of the Surface Tract unless one or both of the Original Drill Sites cannot reasonably be used or are inadequate, in Lessee's opinion, to drill the wells necessary to fully develop the Leased Premises and surrounding properties due to floodplain, permitting or other issues. Notwithstanding anything to the contrary, if Lessee drills one or more Off Lease Wells from any surface location on the Surface Tract, Lessee shall nevertheless be obligated to convey to Lessor an overriding royalty, or carried working interest, as applicable, pursuant to the terms of Section 35 of the Lease with regard to such Off Lease Wells, despite the fact that Lessor has conveyed the surface of the Surface Tract to Lessee or one of Lessee's affiliates."

4. Section 35 of the Lease is hereby amended by adding the following at the end of Section 35:

"Lessor and Lessee agree that the right to receive the overriding royalty set forth in this Section 35 shall be owned by Lessor as owner of the mineral estate covered by this Lease and in the event of severance of the mineral estate from the surface estate (including without limitation, the conveyance of the Surface Tract to Lessee or one of Lessee's affiliates as described in the recitals set forth above in this First Amendment), the right to receive the overriding royalty set forth in this Section 35 shall remain with the owner of the mineral estate covered by this Lease, unless Lessor and Lessee specifically otherwise agree in writing."

5. Notwithstanding anything to the contrary, (i) the Lease shall in no way restrict use of the surface and subsurface of the Surface Tract, and (ii) no damages or other consideration shall be payable to Lessor or any other party pursuant to the Lease in connection with any operations on the Surface Tract.

6. This First Amendment may be executed by facsimile or otherwise in multiple counterparts, each of which will, for all purposes, be deemed an original, but which together will constitute one and the same instrument.

7. Notwithstanding anything herein to the contrary, except as otherwise specifically amended by this First Amendment, the parties hereby ratify the Lease and agree that the Lease remains in full force and effect. Lessor acknowledges and approves of the assignment of the Lease to Lessee.

8. All capitalized terms used in this First Amendment which are not otherwise defined have the same definitions as set forth in the Lease.

9. Lessor and/or Lessee may record either a copy of this First Amendment or a memorandum thereof in the real property records of Tarrant County, Texas.

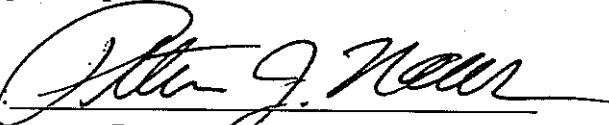
[signatures on following page]

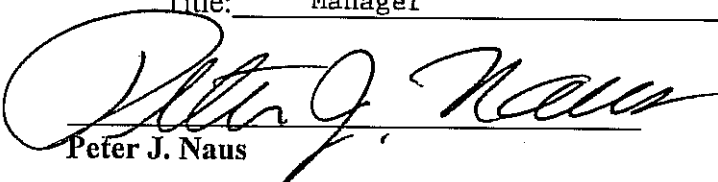
IN WITNESS WHEREOF, the undersigned have executed this First Amendment to be effective as of the Amendment Date.

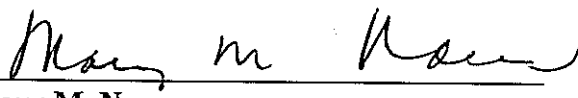
Lessor:

Claneco, Ltd.,
a Texas limited partnership

By: Cook Tower, LLC, a Texas limited liability company
a _____
its general partner

By: 
Name: Peter J. Naus
Title: Manager


Peter J. Naus


Mary M. Naus

Lessee:

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: _____
Name: _____
Title: _____

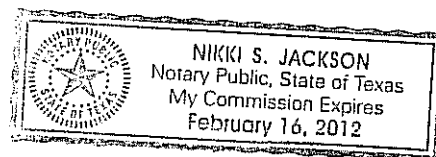
STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 30 day of DEC., 2008, by Peter J. Naus, the Manager of Cook Tower, LLC, a Texas limited liability, the general partner of Claneco, Ltd., a Texas limited partnership, on behalf of said limited partnership.



Notary Public in and for the State of Texas

[SEAL]



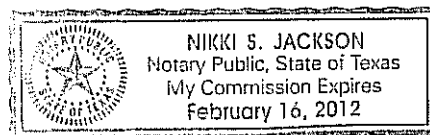
STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 30 day of DEC., 2008, by Peter J. Naus.



Notary Public in and for the State of Texas

[SEAL]



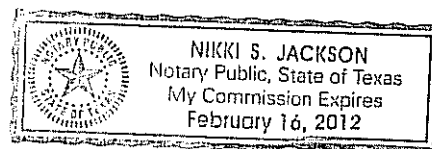
STATE OF TEXAS §
 §
COUNTY OF Tarrant §

This instrument was acknowledged before me on the 30 day of DEC., 2008, by Mary M. Naus.



Notary Public in and for the State of Texas

[SEAL]



IN WITNESS WHEREOF, the undersigned have executed this First Amendment to be effective as of the Amendment Date.

Lessor:

Claneco, Ltd.,
a Texas limited partnership

By: _____
a _____
its general partner

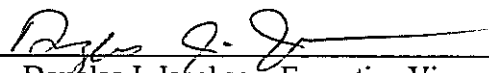
By: _____
Name: _____
Title: _____

Peter J. Naus

Mary M. Naus

Lessee:

Chesapeake Exploration, L.L.C.,
an Oklahoma limited liability company

By: 
Douglas J. Jacobson, Executive Vice
President – Acquisitions & Divestitures *CLB*

STATE OF Oklahoma
COUNTY OF Oklahoma

§
§
§

This instrument was acknowledged before me on this 30th day of December, 2008, by Douglas J. Jacobson, as Executive Vice President – Acquisitions & Divestitures of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company, on behalf of said limited liability company.

Kathy M. Mires
Notary Public, State of Oklahoma
Printed Name: Kathy M. Mires
My commission expires: _____

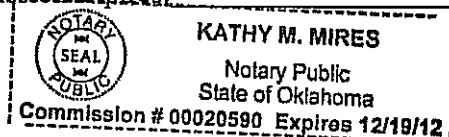


EXHIBIT "A"

DESCRIPTION OF THE SURFACE TRACT

[to be attached]

EXHIBIT "A"

BEING 19.128 acres of land located in the T. K. HAMBY SURVEY, Abstract No. 815, City of Fort Worth, Tarrant County, Texas, and being a portion of the tract of land designated as Tract 5 in the deed to Claneco, Ltd. by the deed recorded in Volume 13987, Page 7 of the Deed Records of Tarrant County, Texas. Said 19.128 acres of land being more particularly described by metes and bounds, as follows:

BEGINNING at a 1/2" iron rod marked "Brittain & Crawford" set at the Southwest corner of said Tract 5, being the intersection of the East right-of-way line of Cooks Lane and the North right-of-way line of Brentwood Stair Road;

THENCE N 00° 49' 05" W 1028.53 feet, along the East right-of-way line of said Cooks Lane, and the West boundary line of said Tract 5, to a 1/2" iron rod found, at the Southwest corner of the tract of land designated as Tract 6 in the aforesaid deed to Claneco, Ltd.;

THENCE along the South boundary line of said Tract 6 as follows:

- 1. S 71° 44' 48" E 210.48 feet to a 1/2" iron rod marked "Brittain and Crawford" set;**
- 2. S 81° 06' 51" E 160.00 feet to a 1/2" iron rod found;**
- 3. S 74° 51' 19" E 218.12 feet to a 1/2" iron rod found at the most Southerly corner of said Tract 6, lying in the West boundary line of Lot 1, Block A, Ederville-Park Townhouse Addition to the City of Fort Worth, Tarrant County, Texas, according to the plat recorded in Cabinet "A", Slide 8863 of the Plat Records of Tarrant County, Texas;**

THENCE along the South boundary line of said Lot 1, Block A as follows:

- 1. S 11° 26' 19" W 40.00 feet to a point in a creek;**
- 2. S 69° 34' 29" E 110.00 feet to a point in a creek;**
- 3. S 84° 18' 30" E 125.00 feet to a point in a creek;**
- 4. S 74° 48' 40" E 110.00 feet to a point in a creek;**
- 5. S 61° 36' 57" E 124.27 feet to a point in a creek;**
- 6. S 42° 40' 09" E 60.00 feet to a point in a creek;**
- 7. N 42° 19' 51" E 244.68 feet to a 1/2" iron rod marked "Brittain & Crawford" set at the Southeast corner of said Lot 1, Block A, Ederville-Park Townhouse Addition, lying in the East boundary line of said Tract 5, and the West boundary line of the tract of land conveyed to Holdaray Partners Limited by the deed recorded in Volume 12220, Page 759 of the Deed Records of Tarrant County, Texas;**

THENCE S 00°40'09" E 116.91 feet along the East boundary line of said Tract 5, and the West boundary line of said Holdaray Partners tract to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE S 37° 30' 02" W 327.43 feet to a 1/2" iron rod marked "Brittain& Crawford" set;

THENCE S 54° 41' 57" W 43.73 feet to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE S 28° 41' 57" W 173.54 feet to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE S 20° 47' 03" W 135.06 feet to a 1/2" iron rod marked "Brittain & Crawford" set;

THENCE S 00° 59' 04" E 153.00 feet to a 1/2" iron rod marked "Brittain & Crawford set in the South boundary line of said Tract 5, and the North right-of-way line of aforesaid Brentwood Stair Road;

THENCE along the South boundary line of said Tract 5, and the North right-of-way line of said Brentwood Stair Road as follows:

- 1 S 89° 00' 56" W 53.87 feet to a 1/2" iron rod found;**
- 2. N 58° 57' 49" W 94.35 feet to a 1/2" iron rod marked "Brittain & Crawford" set;**
- 3. S 86° 23' 32" W 220.42 feet to a 1/2" iron rod found;**
- 4. S 75° 33' 52" W 154.04 feet to a 1/2" iron rod marked "Brittain & Crawford" set;**
- 5. N 89° 04' 33" W 117.61 feet to a 1/2" iron rod marked "Brittain & Crawford" set;**
- 6. S 89° 00' 54" W 210.57 feet, to THE POINT OF BEGINNING, containing 19.128 acres (833,221 square feet) of land, more or less.**